Wilſon, printer, Wild Court.

LIEUT. GEN. FITZPATRICK declines entering into any controverſy with the Aſſignees under Mr. MARTINDALE's Commiſſion of Bankruptcy, relative to the Letters he addreſſed to Lord KENYON; but as, in the Obſervations they have publiſhed upon thoſe Letters, they have charged him with the omiſſion of important facts, together with having made allegations ſo erroneous as to prove that he acted upon only a ſlight knowledge of the ſurface of the

tranſaction alluded to, he will, in a very few words, ſhew that there exiſts no grounds whatever to warrant any ſuch aſſertions.

With reſpect to facts omitted, they have adduced none of the ſlighteſt importance to the point in queſtion.

The fact of Lieut. Gen. Fitzpatrick's having occaſionally received payment in caſh, when ſucceſsful, at Mr. Martindale's table, is no more important than the fact, equally true, of his having frequently paid his loſſes there in caſh, when unſucceſsful.

The diſcovery, ſaid to have been made by the inveſtigation of this diſpute, that it was Mr. Martindale's practice to produce ready money upon the ſpot, for all occaſions, is the diſcovery of what was already known to the whole town, and is equally immaterial to the caſe.

The only allegation ſaid to be erroneous, is unqueſtionably of importance; of ſuch importance indeed, that Lieut. Gen. Fitzpatrick admits himſelf to have proceeded upon *groundleſs premiſes*, if, upon examination, the truth of the fact does not turn out to be exactly as he has repreſented it.

Lieut. Gen. Fitzpatrick has ſtated, that when demands were brought againſt Mr. Martindale *ſimilar* to that brought againſt himſelf, payment had been refuſed, under the ſtatutes againſt gaming.

The Aſſignees repreſent this allegation to be erroneous, becauſe Mr. Martindale has ſolemnly declared, that he was not indebted a ſingle guinea for loſſes at play; neither has any claim been made upon his eſtate for money loſt at play. Lieut. Gen. Fitzpatrick certainly neither knew, nor ever inquired into the ſtate of Mr. Martindale's

debts, nor into the manner in which any of them might have been incurred: his ſole inquiry was, what courſe had been purſued in caſes where the Law authorized the rejection of claims, under the ſtatutes againſt gaming. He was informed (and he finds upon recent inquiry his information to have been minutely correct), that ſeveral perſons, who had advanced ſums of money to Mr. Martindale, were refuſed payment, upon the ground of ſuch ſums having been advanced *for the purpoſes of play*.

The debt due from Lieut. Gen. Fitzpatrick to Mr. Martindale ſtands preciſely within the ſame predicament, having been contracted for money advanced to him by Mr. Martindale, *for the purpoſes of play*. Theſe facts having been proved before the Commiſſioners of Bankrupts in Guildhall, and before a Jury in the Court of King's Bench, it is preſumed that the perfect cor-

rectneſs of Lieut. Gen. Fitzpatrick's allegation is incontrovertibly eſtabliſhed. It is ſtated that the money, *yet unpaid*, belongs, in good conſcience, excluſively to Mr. Martindale's injured creditors: this may be very true; but Lieut. Gen. Fitzpatrick does not conceive himſelf to have any controul over the diſpoſition of money which he owes, as a debt of honour, to Mr. Martindale, and to Mr. Martindale only: If it is *ſtill unpaid*, it is not now owing to any delay on his part; ſuch portion of it as the law has exempted from the claims of the Aſſignees, has been long ready for payment; and the remainder will be ſo, whenever the further proceedings of the law ſhall have afforded it the ſame exemption.

Lieut. Gen Fitzpatrick having committed the management of the cauſe entirely to his legal adviſers, did not even know that the plea of the ſtatute of limitations had been

advanced ; but it was their buſineſs to repel the claim of the Aſſignees by all the means the law afforded them. Had he been aware of ſuch an intention, he ſhould have objected to bringing forward this plea, knowing that it could be of no avail ; becauſe he had, within the period limited, given Mr. Martindale, under his hand, repeated acknowledgments of the debt, the exiſtence of which he never had diſputed.

That a perſon ſhould, at one time, be ready and willing to diſcharge a debt, upon account of which he has, at another, been obliged to requeſt the indulgence of a Creditor, will hardly be thought a difficulty ſo irreconcilable as the Aſſignees ſeem to conſider it.

Arlington Sreet,
March 25th, 1800.

A. WILSON, PRINTER, WILD COURT, LONDON.